

# **Exhibit 7**

**Date:** 07 Feb 2019 at 13:36 (UTC Z)

**Subject:** (No subject)

**From:** Henderson, Kenneth  
**Sent:** Sat 11/15/2014 4:44 PM (GMT-00:00)  
**To:** 'Nir Meir'  
**Cc:** 'David Barnett'; Joseph(Netvision)  
**Bcc:**  
**Subject:** RE: Belnord

Nir,

I am sorry we did not connect late yesterday. I had a series of conference calls and some deal crises that carried into the late evening.

As I mentioned, it is not possible for me to be in a meeting in Israel before Wednesday, and even that would require some major changing in my schedule. My suggestion to move this forward is that you and B and maybe Yossi Steinman (who is very familiar with the overall Belnord partnership arrangements and the business deal) meet in the meantime to make progress on the business terms.

For my part, I would like to see the following before any meeting:

- an outline of what are the proposed terms of the JV between Tarpley and HFZ
- proposed terms of the loan by Tarpley to HFZ for a portion of the down payment, including addressing return of the funds at the closing from other equity or loan proceeds and return of the funds (guarantees and such) if the closing does not happen for any reason and the down payment is retained by the seller. The return of the funds at closing from financing or equity is an essential piece of the deal from Tarpley's perspective, and I have been told by the Tarpley principals to make sure the financing documents are very clear on this.
- loan documents for the financing of the purchase, in part to confirm terms and timing of funding and return of Tarpley advance at that time and also as part of the deal diligence.

I think it would help make this whole exercise more productive and efficient if you can put together a term sheet or outline on these points and also forward the financing documents for our review and confirmation.

I told BS that if this moves forward and a meeting is the best way to bring it to conclusion, I think I can make the arrangements and be in Europe or IL on Wednesday for the day. But it is essential that progress is made before such a meeting. I know that for the other beneficiary of Tarpley to approve any of this the arrangement needs to be quite clear and the terms of the advance and return of the down payment have to be locked down.

Best,  
Ken

---

**From:** Nir Meir [mailto:nir@hfzcap.com]  
**Sent:** Friday, November 14, 2014 3:29 PM  
**To:** Henderson, Kenneth  
**Subject:** Re: Belnord  
Really need you to come earlier... please call when you can

---

**From:** , Kenneth <Kenneth.Henderson@bryancave.com>  
**Date:** Friday, November 14, 2014 1:36 PM  
**To:** Nir Meir <nir@hfzcap.com>  
**Subject:** Belnord

Nir,

I spoke to BS and told him that the earliest I could be in IL for a meeting would be Wednesday – leaving NY Tuesday evening and arriving there on Wednesday.

In the meantime, can you send me the latest version of the SPA between HFZ and Belnord Realty, per our conversation this AM? Thanks.

KLH

**Kenneth L. Henderson ● Bryan Cave LLP**  
1290 Avenue of the Americas ● New York, NY 10104  
Tel: (212) 541-2275 ● Fax: (212) 541-1357  
[kenneth.henderson@bryancave.com](mailto:kenneth.henderson@bryancave.com)  
[www.bryancave.com](http://www.bryancave.com)

 Please consider the environment before printing this e-mail.

---

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments.  
bcllp2014